

## Delivery Provider Terms of Service

### Work Order

This Work Order (this “Work Order”) is effective as of September 15, 2017 (“Work Order Agreement Date”), and is made a part of the Delivery Provider Terms of Service (as the same may be amended, modified or supplemented from time to time, the “Terms”) between Amazon Logistics, Inc. (“Amazon”) and FM Xpress (“you”). By accepting this Work Order, you (a) agree to be bound by all terms and conditions of this Work Order, and (b) represent and warrant that you have legal authority to enter into and perform your obligations under this Work Order. This Work Order incorporates the terms and conditions of each Schedule attached to this Work Order (including the policies set forth on Schedule A to this Work Order (the “Policies”). Please see the Terms for definitions of certain capitalized terms used in this Work Order.

1. **Services.** Services under this Work Order will commence on the Work Order Agreement Date, and this Work Order will be subject to the same termination rights set forth in the Terms. Deliverables may be tendered by Amazon or its designees from delivery stations, sort centers, fulfillment centers, and/or other distribution points (including merchant locations) (collectively, the “Distribution Points”) and accepted by you Monday through Sunday, 365 days a year, at times and days designated by Amazon. The initial Distribution Points at which Deliverables will be tendered are set forth on Schedule B to this Work Order. Amazon and you may from time to time and at any time update the Distribution Points set forth on Schedule B to this Work Order. Deliveries of Deliverables are to be made on the same day they are tendered to you and within the delivery time window specified by Amazon. You will perform the Services in accordance with the Policies and with any standard operating procedures (including those relating to check-in and loading of Deliverables at Distribution Points and the delivery of Deliverables to Amazon customers) that are agreed between Amazon and you from time to time.

2. **Service Areas.** Deliverables will be delivered within the geographic areas serviced by the Distribution Points set forth on Schedule B to this Work Order, as updated from time to time by Amazon and you.

3. **Fees Payable by Amazon.** The Fees for Services set forth on Schedule C to this Work Order are the rates and charges to be charged to and paid by Amazon in consideration of the Services furnished by you.

4. **Insurance.** You will, at all times during which you provide the Services and for at least two years after all Services are completed, carry, at your expense: (a) “Commercial General Liability” insurance with limits of not less than \$1,000,000 per occurrence and \$2,000,000 in the general aggregate (or such other amount approved by Amazon in writing); (b) “Business Automobile Liability” insurance (also known as “motor fleet” insurance) with limits of not less than \$1,000,000 per occurrence for bodily injury and property damage combined (or such other amount approved by Amazon in writing); (c) “Worker’s Compensation” insurance, including but not limited to coverage for all costs, benefits and liabilities under workers’ compensation and similar Laws that may accrue in favor of any person employed by you in all states where you perform Services, and “Employer’s Liability” insurance with a limit of not less than \$1,000,000 (or such other amount approved by Amazon in writing); and (d) “Cargo Legal Liability” insurance,

or similar coverage, with limits sufficient to cover your liability under Section 6 (Claims for Loss or Damage) of the Terms, but in no event less than \$25,000 per loss (or such other amount approved by Amazon in writing). You may satisfy the foregoing minimum limits by any combination of primary liability and umbrella excess liability coverage that results in the same protection to you and Amazon insured parties. You may self-insure for workers' compensation where allowed by applicable Law. Each of your insurance policies must: (u) be issued by companies with a rating of A-/VII or better in the current Best's Insurance Reports published by A.M. Best Company, Inc.; (v) provide that the coverage limits will not be reduced below the minimum amounts required by this paragraph and such policy will not be canceled or allowed to expire without at least 30 days' prior written notice from the insurance carrier to Amazon; (w) for (a) and (b) above, name Amazon and its Affiliates, and their respective officers, directors, employees, successors, assigns, licensees, distributors, contractors and agents as additional insureds with the standard separation of insureds provision or an endorsement for cross-liability coverage; (x) provide coverage on an occurrence basis; (y) waive any insurer right of subrogation against Amazon and its Affiliates and their respective officers, directors, employees, successors, assigns, licensees, distributors, contractors and agents, where allowed by applicable Law; and (z) provide primary coverage, without any right of contribution from any other insurance that Amazon or any of its Affiliates may have.

5. **Audit Rights.** Upon 72 hours' advance written notice to you, Amazon may, during normal business hours and at the expense of Amazon, review your records relating to the Terms, the Program Policies, this Work Order or your performance of the Services under this Work Order. Upon 24 hours' advance written notice to you, Amazon may, during normal business hours and at the expense of Amazon, perform an on-site visit of your delivery operations or conduct "ride-along" observations of your Personnel performing the Services (each, a "Ride-Along Observation"); provided, that, without your consent, (a) during the first week of providing the Services under this Work Order, Amazon will conduct no more than one Ride-Along Observation per day, and (b) after the first week of providing the Services under this Work Order, Amazon will conduct no more than four Ride-Along Observations per month. If any review establishes that there has been any noncompliance by you or overpayment by Amazon, you will promptly cure the non-compliance and/or refund the overpayment, as applicable, and will bear all expenses in connection with the review, all without limiting any other rights or remedies that may be available to Amazon. Also, upon 24 hours' advance written notice, Amazon may, during normal business hours and at the expense of Amazon, inspect any of the processes, procedures, or systems related to your delivery operations.


6. **Personnel Performing Services.** You agree that you and all of your Personnel that perform the Services will satisfy the criteria set forth in the Policies and on Schedule F to this Work Order.

7. **Notices to Amazon.** Notices to Amazon under this Work Order or the Terms may be provided by (a) facsimile transmission to 206-266-2009, or (B) nationally recognized overnight courier service, certified mail (return receipt requested), or personal delivery to Amazon Logistics, Inc., 410 Terry Avenue North, Seattle, WA 98109-5210, Attention: General Counsel.

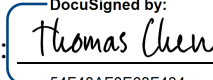
[Signature Page Follows]

IN WITNESS WHEREOF, properly authorized representatives of the undersigned have executed this Work Order.

**Amazon Logistics, Inc.**

By:   
Name: Penny Register-Shaw  
Title: Director Contractor Relations  
Date Signed: September 11, 2017

**FM Xpress**

By:   
Name: Thomas Chen  
Title: President  
Date Signed: September 11, 2017

## **Schedule A**

### **Policies**

Your Personnel; No Subcontractors. You will hire and employ all drivers, cyclists, walkers, and other Personnel who are assigned by you to perform the Services under this Work Order. You will not engage subcontractors to perform the Services without the prior written consent of Amazon.

## **Schedule B**

### **Distribution Points**

1. DLA5 – Riverside, CA
2. DLA7 – Chino, CA
3. DLA8 – Hawthorne, CA

## Schedule C

### Fees Payable by Amazon

#### Fees for Services – Parcel

Distribution Point	Duration/Type of Planned Route	Base Route Rate (per Planned Route)	Uniform and Vehicle Brand Promotion Fee (per Planned Route)	Dispatcher Fee (per calendar week per Distribution Point)	Fuel Allowance
DLA5 and DLA7	5.5 hours	\$235.00	\$5.00	\$1,450.00	See below.
	6.5 hours	\$245.00	\$5.00		
	7.5 hours	\$255.00	\$5.00		
	8.5 hours	\$265.00	\$5.00		
	9.5 hours	\$275.00	\$5.00		
	10.5 hours	\$285.00	\$5.00		
	11.5 hours	\$313.00	\$5.00		
	12.5 hours	\$341.00	\$5.00		
DLA8	5.5 hours	\$240.00	\$5.00	\$1,450.00	See below.
	6.5 hours	\$250.00	\$5.00		
	7.5 hours	\$260.00	\$5.00		
	8.5 hours	\$270.00	\$5.00		
	9.5 hours	\$280.00	\$5.00		
	10.5 hours	\$290.00	\$5.00		
	11.5 hours	\$320.00	\$5.00		
	12.5 hours	\$350.00	\$5.00		

1. Base Route Rate. The Base Route Rates set forth above are the rates payable by Amazon for any Planned Route that is actually performed by you.
2. Fuel Allowance. The Base Route Rates will be supplemented by the fuel allowance rate per mile corresponding to the Index Price (as defined below) set forth on Attachment 1 to this Schedule C (as applied, the “Fuel Allowance”) applicable on the date on which the Planned Route is performed. For the purposes of this paragraph 2, the applicable index price level (the “Index Price”) used to calculate the Fuel Allowance payable in respect of Services performed in any given calendar month will be based on the applicable regional PADD-EIA prices for the prior calendar month. The PADD-EIA prices used to calculate the Fuel Allowance can be found at [http://www.eia.gov/dnav/pet/pet\\_pri\\_gnd\\_a\\_epm0\\_pte\\_dpgal\\_m.htm](http://www.eia.gov/dnav/pet/pet_pri_gnd_a_epm0_pte_dpgal_m.htm). Mileage will be determined based on a methodology defined by Amazon, which Amazon may update from time to time.
3. Dispatcher Fee. In connection with performing Services, it is anticipated that you will provide a dispatcher to assign Planned Routes to your delivery Personnel and to communicate with your delivery Personnel before, during, and after a Planned Route is completed. Amazon will pay you the Dispatcher Fee set forth above on a weekly basis for each calendar week during which you actually provide a dispatcher in connection with performing Services. If, for any given calendar week, the daily average number of Planned Routes that you perform from a

specific Distribution Point is greater than 30 Planned Routes, Amazon will pay you a second Dispatcher Fee for such week.

4. Uniform and Vehicle Brand Promotion Fee. In consideration of accepting the Uniform and Vehicle Brand Promotion Fee, you agree that (a) all of your Personnel who are visiting customer premises or otherwise interacting with customers will wear a uniform that complies with the specifications set forth on Schedule D to this Work Order, which Amazon may change from time to time, and (b) all of your Vehicles will, while being used to provide Services under the Agreement, meet the vehicle branding specifications set forth on Schedule E to this Work Order, which Amazon may change from time to time. In exchange for your participation, Amazon agrees to provide the identifying logos, marks and insignia that comprise the uniform and vehicle branding specifications. You may elect to cease receiving the Uniform and Vehicle Brand Promotion Fee by giving Amazon 30 days' prior written notice.
5. Unplanned Time. Certain factors outside of your and your Personnel's control may make it impractical to complete a Planned Route within the applicable planned time. Such factors may include the late arrival of a line haul to the Distribution Point. In such circumstances, Amazon may, in its discretion, elect to pay you for this unplanned time at a rate equal to \$28.00 per hour at DLA5 and DLA7, and \$30.00 per hour at DLA8.
6. Training Routes. If, at the request of Amazon, one of your new delivery associates accompanies an experienced delivery associate on a Planned Route for training purposes (a "Training Route"), Amazon will pay you \$190.00 per Training Route at DLA5, DLA7, and DLA8.

**Attachment 1 to Schedule C**

<b>Index Price (Dollars per Gallon)</b>		<b>Fuel Allowance</b>
<b>From</b>	<b>To</b>	<b>Dollars per Mile</b>
<i>\$1.20</i>	<i>\$1.32</i>	\$0.11
<i>\$1.33</i>	<i>\$1.45</i>	\$0.12
<i>\$1.46</i>	<i>\$1.58</i>	\$0.13
<i>\$1.59</i>	<i>\$1.71</i>	\$0.14
<i>\$1.72</i>	<i>\$1.84</i>	\$0.15
<i>\$1.85</i>	<i>\$1.97</i>	\$0.16
<i>\$1.98</i>	<i>\$2.10</i>	\$0.17
<i>\$2.11</i>	<i>\$2.23</i>	\$0.18
<i>\$2.24</i>	<i>\$2.36</i>	\$0.19
<i>\$2.37</i>	<i>\$2.49</i>	\$0.20
<i>\$2.50</i>	<i>\$2.62</i>	\$0.21
<i>\$2.63</i>	<i>\$2.75</i>	\$0.22
<i>\$2.76</i>	<i>\$2.88</i>	\$0.23
<i>\$2.89</i>	<i>\$3.01</i>	\$0.24
<i>\$3.02</i>	<i>\$3.14</i>	\$0.25
<i>\$3.15</i>	<i>\$3.27</i>	\$0.26
<i>\$3.28</i>	<i>\$3.40</i>	\$0.27
<i>\$3.41</i>	<i>\$3.53</i>	\$0.28
<i>\$3.54</i>	<i>\$3.66</i>	\$0.29
<i>\$3.67</i>	<i>\$3.79</i>	\$0.30
<i>\$3.80</i>	<i>\$3.92</i>	\$0.31
<i>\$3.93</i>	<i>\$4.05</i>	\$0.32
<i>\$4.06</i>	<i>\$4.18</i>	\$0.33
<i>\$4.19</i>	<i>\$4.31</i>	\$0.34
<i>\$4.32</i>	<i>\$4.44</i>	\$0.35
<i>\$4.45</i>	<i>\$4.57</i>	\$0.36
<i>\$4.58</i>	<i>\$4.70</i>	\$0.37
<i>\$4.71</i>	<i>\$4.83</i>	\$0.38
<i>\$4.84</i>	<i>\$4.96</i>	\$0.39
<i>\$4.97</i>	<i>\$5.09</i>	\$0.40
<i>\$5.10</i>	<i>\$5.22</i>	\$0.41
<i>\$5.23</i>	<i>\$5.35</i>	\$0.42
<i>\$5.36</i>	<i>\$5.48</i>	\$0.43
<i>\$5.49</i>	<i>\$5.61</i>	\$0.44
<i>\$5.62</i>	<i>\$5.74</i>	\$0.45
<i>\$5.75</i>	<i>\$5.87</i>	\$0.46
<i>\$5.88</i>	<i>\$6.00</i>	\$0.47



## **Schedule D**

### **Uniform Specifications**

#### **Uniform Shirt and Jacket:**

To be determined from time to time by Amazon.

#### **Uniform Pants or Shorts:**

To be determined from time to time by Amazon.

#### **Uniform Hat:**

To be determined from time to time by Amazon.

## **Schedule E**

### **Vehicle Branding Specifications**

Upon a request from Amazon, you agree to make available for branding by Amazon any and all Vehicles that will be used to provide Services under this Work Order. If required by Amazon, such Vehicles must be branded before they are used to provide Services under this Work Order. Unless Amazon agrees otherwise, Vehicles that display Amazon branding will be dedicated exclusively to the Services and will not be used for any other purpose.

## **Schedule F**

### **Delivery Personnel Criteria**

All of your delivery Personnel must satisfy the following requirements:

- Must possess valid driver's license of the type required by Law to operate applicable Vehicles and transport applicable Deliverables
- Minimum age: 21
- Minimum six months of verifiable experience in like Vehicle within last five years
- Pass a drug screening test
- Complete and pass a criminal background check and, for those delivery Personnel who operate motor vehicles in connection with providing services to Amazon, a motor vehicle record check administered by Accurate Background prior to making or participating in any deliveries (including ride-alongs), accessing Amazon systems, or entering Amazon facilities (as applicable). See the separate "Amazon Background Check Policy" for further details.
- Verify competency in critical skill areas for the specific driving position

## Certificate Of Completion

Envelope Id: DD917F31BC90469490A2B1DDCD84DB7A	Status: Completed
Subject: Please DocuSign: Final Mile Express - Work Order - DSP	
Document Type:	
Legal VP:	
Bulk Send:	
Source Envelope:	
Document Pages: 11	Signatures: 2
Supplemental Document Pages: 0	Initials: 0
Certificate Pages: 2	
AutoNav: Enabled	Envelope Originator:
Envelopeld Stamping: Enabled	Joseph Clark
Time Zone: (UTC-08:00) Pacific Time (US & Canada)	ATTN: Legal Department
	PO BOX 81226
	Seattle, WA 98108
	jpclark@amazon.com
	IP Address: 205.251.233.54

## Record Tracking

Status: Original	Holder: Joseph Clark	Location: DocuSign
9/11/2017 7:29:57 AM	jpclark@amazon.com	

## Signer Events

Thomas Chen  
FMXPRESSDSP@GMAIL.COM  
President

Security Level: Email, Account Authentication (None)

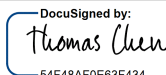
**Electronic Record and Signature Disclosure:**  
Not Offered via DocuSign

Penny Register-Shaw  
registep@amazon.com  
Director Contractor Relations

Security Level: Email, Account Authentication (None)

**Electronic Record and Signature Disclosure:**  
Not Offered via DocuSign

## Signature

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Signed using mobile

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## In Person Signer Events

## Signature

## Timestamp

## Editor Delivery Events

## Status

## Timestamp

## Agent Delivery Events

## Status

## Timestamp

## Intermediary Delivery Events

## Status

## Timestamp

## Certified Delivery Events

## Status

## Timestamp

## Carbon Copy Events

## Status

## Timestamp

Joey Clark  
jpclark@amazon.com  
Amazon

Security Level: Email, Account Authentication (None)

**Electronic Record and Signature Disclosure:**  
Not Offered via DocuSign

**COPIED**

Sent: 9/11/2017 9:14:00 AM

Carbon Copy Events	Status	Timestamp
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Judith Lozano lozanoj@amazon.com Security Level: Email, Account Authentication (None) <b>Electronic Record and Signature Disclosure:</b> Not Offered via DocuSign	COPIED	Sent: 9/11/2017 9:14:01 AM
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